

The Honorable Justin L. Quackenbush

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UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF WASHINGTON

C.B., a minor, by and through his  
parents Chris Bishop and Sara  
Christensen; J.B., a minor, by and  
through his parents Chris Bishop and  
Sara Christensen; CHRIS BISHOP,  
individually; and SARA  
CHRISTENSEN, individually,

Plaintiffs,

vs.

LAKE CHELAN SCHOOL  
DISTRICT NO. 129, a Washington  
public school district; and K.C.  
CRAVEN, individually.

Defendants

Case No. 2:14-CV-82 - JLQ

DEFENDANT LAKE  
CHELAN SCHOOL  
DISTRICT'S ANSWER  
TO AMENDED COMPLAINT

DEFENDANT LAKE CHELAN SCHOOL DISTRICT'S  
ANSWER TO AMENDED COMPLAINT - page 1

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COMES NOW Defendant LAKE CHELAN SCHOOL DISTRICT NO. 129, by and through the undersigned attorney of record, and by way of answer to Plaintiffs' Amended Complaint, admits, denies and alleges as follows:

## **I. INTRODUCTION**

1.1 The allegations contained in Paragraph 1.1 of Plaintiffs' Amended Complaint are not factual assertions to which a response is deemed necessary. To the extent a response is deemed necessary, this answering Defendant denies all allegations of liability against this answering Defendant.

## **II. JURISDICTION AND VENUE**

2.1 Jurisdiction. This answering Defendant admits that jurisdiction was proper in Chelan County, and pursuant to Defendant's removal to this Court, is now proper in the United States District Court for the Eastern District of Washington. This answering Defendant admits that Defendant Lake Chelan School District operates public schools in Chelan County, Washington. This answering Defendant is without sufficient information to admit or deny whether Defendant Craven is a resident of Chelan County, and therefore denies the same. Any remaining allegations contained in Paragraph 2.1 of Plaintiffs' Amended Complaint are denied.

2.2 Venue. This answering Defendant admits that venue was proper in Chelan County, and pursuant to Defendant's removal to this Court, is now proper in the United States District Court for the Eastern District of Washington. This answering Defendant further admits that Defendant Lake Chelan School District operates public schools in Chelan County. This answering Defendant is without sufficient information to admit or deny whether Defendant Craven is a resident

1 of Chelan County, and therefore denies the same. Any remaining allegations  
2 contained in Paragraph 2.2 of Plaintiffs' Amended Complaint are denied.

### 3 **III. PARTIES**

4 3.1 Plaintiffs Chris Bishop and Sara Christensen. This answering  
5 Defendant admits the allegations contained in Paragraph 3.1 of Plaintiffs'  
6 Amended Complaint.

7 3.2 Plaintiffs C.B. and J.B. This answering Defendant admits that C.B.  
8 and J.B. are minors and that they attended Morgen Owings Elementary School in  
9 the Lake Chelan School District. The remaining allegations contained in  
10 Paragraph 3.2 of Plaintiffs' Amended Complaint are legal conclusions to which  
11 no response is deemed necessary.

12 3.3 Defendant Lake Chelan School District. This answering Defendant  
13 admits that Lake Chelan School District is a public school district in the state of  
14 Washington and that it receives federal funding for its public education systems.  
15 This answering Defendant further admits that it hires and supervises employees  
16 of Lake Chelan School District. The remaining allegations contained in  
17 Paragraph 3.3 of Plaintiffs' Amended Complaint constitute legal conclusions to  
18 which no response is deemed necessary.

19 3.4 Defendant K.C. Craven. This answering Defendant admits that  
20 Defendant Craven was, during a portion of the timeframe covered by Plaintiffs'  
21 Amended Complaint, employed as a fourth grade teacher at Morgan Owings  
22 Elementary School and as a coach at Chelan High School. Any remaining  
23 allegations contained in Paragraph 3.4 of Plaintiffs' Amended Complaint are  
24 denied.  
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#### IV. FACTUAL ALLEGATIONS

4.1 This answering Defendant admits the allegations contained in Paragraph 4.1 of Plaintiffs' Amended Complaint.

4.2 This answering Defendant admits that Defendant Craven was hired by Lake Chelan School District and worked under its supervision. This answering Defendant is without sufficient information to admit or deny the remaining allegations contained in Paragraph 4.2 of Plaintiffs' Amended Complaint, and therefore denies the same.

4.3 This answering Defendant admits that C.B. was a student in Defendant Craven's fourth grade class for the 2009-2010 school year. Defendant is without sufficient information to admit or deny the remaining allegations contained in Paragraph 4.3 of Plaintiffs' Amended Complaint, and therefore deny the same. Defendant denies all allegations of liability for the alleged acts of Defendant Craven as set forth in Paragraph 4.3 of Plaintiffs' Amended Complaint.

4.4 Defendant is without sufficient information to admit or deny the remaining allegations contained in Paragraph 4.4 of Plaintiffs' Amended Complaint, and therefore deny the same. Defendant denies all allegations of liability for the alleged acts of Defendant Craven as set forth in Paragraph 4.4 of Plaintiffs' Amended Complaint.

4.5 This answering Defendant is without sufficient information to admit or deny the allegations contained in Paragraph 4.5 of Plaintiffs' Amended Complaint, and therefore denies the same. Defendant denies all allegations of liability for the alleged acts of Defendant Craven

1 as set forth in Paragraph 4.5 of Plaintiffs' Amended Complaint.

2 4.6 This answering Defendant denies the allegations contained in  
3 Paragraph 4.6 of Plaintiffs' Amended Complaint.

4 4.7 This answering Defendant admits that Ms. Christensen met with  
5 school counselor Ted Sheimo. This answering Defendant is without sufficient  
6 information to admit or deny the remaining allegations contained in Paragraph  
7 4.7 of Plaintiffs' Amended Complaint, and therefore denies the same.

8 4.8 This answering Defendant is without sufficient information to admit  
9 or deny the allegations contained in Paragraph 4.8 of Plaintiffs' Amended  
10 Complaint, and therefore denies the same. Defendant denies all allegations of  
11 liability for the alleged acts of Defendant Craven as set forth in Paragraph 4.8 of  
12 Plaintiffs' Amended Complaint.

13 4.9 This answering Defendant denies the allegations contained in  
14 Paragraph 4.9 of Plaintiffs' Amended Complaint.

15 4.10 This answering Defendant admits that one incident involving J.B.  
16 being bullied was reported, and that the principal spoke to the other child  
17 involved about the issue. This answering Defendant is without sufficient  
18 information to admit or deny the remaining allegations contained in Paragraph  
19 4.10 of Plaintiffs' Amended Complaint, and therefore denies the same.

20 4.11 This answering Defendant admits that J.B. was in a class taught by  
21 Mrs. Reister and was subsequently removed from the classroom at the request of  
22 J.B.'s parents, after a miscommunication regarding J.B.'s grade. The remaining  
23 allegations contained in Paragraph 4.11 of Plaintiffs' Amended Complaint are  
24 denied.

1           4.12 This answering Defendant denies that the District refused to  
2 acknowledge or deal with issues related to the allegations of assault. This  
3 answering Defendant is without sufficient information to admit or deny the  
4 remaining allegations contained in Paragraph 4.12 of Plaintiffs' Amended  
5 Complaint, and therefore denies the same.

6           4.13 This answering Defendant admits that the District received  
7 complaints regarding Defendant Craven texting male students in 2010, and that  
8 such conduct was in violation of District policies. The remaining allegations  
9 contained in Paragraph 4.13 of Plaintiffs' Amended Complaint are denied.

10           4.14 This answering Defendant denies the allegations contained in  
11 Paragraph 4.14 of Plaintiffs' Amended Complaint.

12           4.15 This answering Defendant admits that the District commissioned an  
13 investigation into Defendant Craven's alleged inappropriate behaviors, and that  
14 the alleged conduct would be in violation of District policies. All remaining  
15 allegations contained in Paragraph 4.15 of Plaintiffs' Amended Complaint are  
16 denied.

17           4.16 This answering Defendant admits that Defendant Craven sent  
18 inappropriate text messages to male students. This answering Defendant is  
19 without sufficient information to admit or deny the remaining allegations  
20 contained in Paragraph 4.16 of Plaintiffs' Amended Complaint. Defendant denies  
21 all allegations of liability based upon Defendant Craven's alleged conduct.

22           4.17 This answering Defendant admits that Superintendent Robert  
23 Mahanan issued Defendant Craven a letter of reprimand for his conduct, and that  
24 such conduct constituted Defendant Craven's third offense related to  
25 unprofessional conduct regarding student care.

1 This answering Defendant denies knowledge of Defendant Craven's alleged  
2 sexual harassment of male students. All remaining allegations contained in  
3 Paragraph 4.17 of Plaintiffs' Amended Complaint, including but not limited to all  
4 allegations of liability based upon Defendant Craven's alleged conduct, are  
5 denied.

6 4.18 This answering Defendant admits that Defendant Craven was not  
7 terminated after the 2010 investigation. This answering Defendant denies that the  
8 three offenses involved inappropriate sexual conduct with male students. This  
9 answering Defendant admits that the District removed Defendant Craven from  
10 his coaching position and that Defendant Craven retained his position as a fourth  
11 grade teacher. All remaining allegations contained in Paragraph 4.18 of  
12 Plaintiffs' Amended Complaint are denied.

13 4.19 This answering Defendant is without sufficient information to admit  
14 or deny the allegations contained in Paragraph 4.19 of Plaintiffs' Amended  
15 Complaint, as the allegation is both vague and ambiguous. Defendant denies that  
16 its decision not to terminate Defendant Craven's employment gives rise to any  
17 liability on the part of this answering Defendant.

18 4.20 This answering Defendant denies the allegations contained in  
19 Paragraph 4.20 of Plaintiffs' Amended Complaint. Defendant further denies all  
20 allegations of liability, including the allegation of an insufficient, improper or  
21 inadequate investigation.

22 4.21 This answering Defendant is without sufficient information to admit  
23 or deny the allegations contained in Paragraph 4.21 of Plaintiffs' Amended  
24 Complaint, and therefore denies the same. Defendant further denies all  
25 allegations of liability, including the allegation of

1 an insufficient, improper or inadequate investigation.

2 4.22 This answering Defendant denies all allegations contained in  
3 Paragraph 4.22 of Plaintiffs' Amended Complaint, including but not limited to all  
4 allegations of liability, as well as the existence, nature and extent of Plaintiffs'  
5 claimed injuries and damages.

6 4.23 The allegations contained in Paragraph 4.23 of Plaintiffs' Amended  
7 Complaint are not directed at this answering Defendant and as such no response  
8 is deemed necessary. To the extent a response is deemed necessary, this  
9 answering Defendant is without sufficient information to admit or deny the  
10 allegations, and therefore denies the same. This answering Defendant denies any  
11 allegations of liability against it that may be contained in Paragraph 4.23 of  
12 Plaintiffs' Amended Complaint, as well as the existence, nature and extent of  
13 Plaintiffs' claimed injuries and damages.

14 4.24 This answering Defendant denies all allegations contained in  
15 Paragraph 4.24 of Plaintiffs' Amended Complaint, including but not limited to all  
16 allegations of liability, as well as the existence, nature and extent of Plaintiffs'  
17 claimed injuries and damages.

## 20 **V. FIRST CLAIM FOR RELIEF**

21 5.1 This answering Defendant incorporates by this reference the  
22 answers previously asserted in response to the allegations contained in  
23 Paragraphs 1.1 through 4.24.

24 5.2 The allegations contained in Paragraph 5.2 of Plaintiffs' Amended  
25 Complaint are not directed at this answering Defendant and as such no response  
26 is deemed necessary. To the extent a response is deemed necessary, this  
27 answering Defendant is without sufficient



1 information to admit or deny the allegations, and therefore denies the same. This  
2 answering Defendant denies any allegations of liability against it that may be  
3 contained in Paragraph 5.2 of Plaintiffs' Amended Complaint.

4 5.3 This answering Defendant denies any allegations against it that may  
5 be contained in Paragraph 5.3 of Plaintiffs' Amended Complaint, including but  
6 not limited to all allegations of liability, as well as the existence, nature and  
7 extent of Plaintiffs' claimed injuries and damages.  
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#### 9 **VI. SECOND CLAIM FOR RELIEF**

10 6.1 This answering Defendant incorporates by this reference the  
11 answers previously asserted in response to the allegations contained in  
12 Paragraphs 1.1 through 5.3.

13 6.2 The allegations contained in Paragraph 6.2 of Plaintiffs' Amended  
14 Complaint are not directed at this answering Defendant and as such no response  
15 is deemed necessary. To the extent a response is deemed necessary, this  
16 answering Defendant is without sufficient information to admit or deny the  
17 allegations, and therefore denies the same. This answering Defendant denies any  
18 allegations of liability against it that may be contained in Paragraph 6.2 of  
19 Plaintiffs' Amended Complaint, as well as the existence, nature and extent of  
20 Plaintiffs' claimed injuries and damages.  
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#### 22 **VII. THIRD CLAIM FOR RELIEF**

23 7.1 This answering Defendant incorporates by this reference the  
24 answers previously asserted in response to the allegations contained in  
25 Paragraphs 1.1 through 6.2.  
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27 7.2 This answering Defendant denies all allegations of liability  
28 contained in Paragraph 7.2 of Plaintiffs' Amended  
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1 Complaint. Defendant further denies all allegations of the existence of a special  
2 relationship with Plaintiffs.

3 7.3 This answering Defendant denies all allegations of liability  
4 contained in Paragraph 7.3 of Plaintiffs' Amended Complaint.

5 7.4 This answering Defendant denies all allegations of liability  
6 contained in Paragraph 7.4 of Plaintiffs' Amended Complaint.

7 7.5 This answering Defendant denies all allegations contained in  
8 Paragraph 7.5 of Plaintiffs' Amended Complaint, including but not limited to all  
9 allegations of liability, as well as the existence, nature and extent of Plaintiffs'  
10 claimed injuries and damages.

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12 **VIII. FOURTH CLAIM FOR RELIEF**

13 8.1 This answering Defendant incorporates by this reference the  
14 answers previously asserted in response to the allegations contained in  
15 Paragraphs 1.1 through 7.5.

16 8.2 This answering Defendant denies all allegations of liability  
17 contained in Paragraph 8.2 of Plaintiffs' Amended Complaint. Defendant further  
18 denies all allegations of the existence of a special relationship with Plaintiffs.

19 8.3 This answering Defendant denies all allegations of liability  
20 contained in Paragraph 8.3 of Plaintiffs' Amended Complaint.

21 8.4 This answering Defendant denies all allegations contained in  
22 Paragraph 8.4 of Plaintiffs' Amended Complaint, including but not limited to all  
23 allegations of liability, as well as the existence, nature and extent of Plaintiffs'  
24 claimed injuries and damages.

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**IX. FIFTH CLAIM FOR RELIEF**

9.1 This answering Defendant incorporates by this reference the answers previously asserted in response to the allegations contained in Paragraphs 1.1 through 8.4.

9.2 This answering Defendant denies all allegations contained in Paragraph 9.2 of Plaintiffs' Amended Complaint, including but not limited to all allegations of liability, as well as the existence, nature and extent of Plaintiffs' claimed injuries and damages.

**X. SIXTH CLAIM FOR RELIEF**

10.1 This answering Defendant incorporates by this reference the answers previously asserted in response to the allegations contained in Paragraphs 1.1 through 9.2.

10.2 The allegations contained in Paragraph 10.2 of Plaintiffs' Amended Complaint constitute legal conclusions to which no response is deemed necessary. To the extent a response is deemed necessary, this answering Defendant denies all allegations of liability contained in Paragraph 10.2 of Plaintiffs' Amended Complaint.

10.3 This answering Defendant denies all allegations contained in Paragraph 10.3 of Plaintiffs' Amended Complaint, including but not limited to all allegations of liability, as well as the existence, nature and extent of Plaintiffs' claimed injuries and damages.

**XI. SEVENTH CLAIM FOR RELIEF**

11.1 This answering Defendant incorporates by this reference the answers previously asserted in response to the allegations contained in Paragraphs 1.1 through 10.3.

1           11.2 This answering Defendant denies all allegations contained in  
2 Paragraph 11.2 of Plaintiffs' Amended Complaint, including but not limited to all  
3 allegations of liability, as well as the existence, nature and extent of Plaintiffs'  
4 claimed injuries and damages.

5                           **XII. EIGHTH CLAIM FOR RELIEF**

6           12.1 This answering Defendant incorporates by this reference the  
7 answers previously asserted in response to the allegations contained in  
8 Paragraphs 1.1 through 11.2.  
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10          12.2 The allegations in the first sentence of Paragraph 12.2 of Plaintiffs'  
11 Amended Complaint constitute legal conclusions to which no response is  
12 deemed necessary. This answering Defendant denies all remaining allegations  
13 contained in Paragraph 12.2 of Plaintiffs' Amended Complaint.

14          12.3 This answering Defendant denies all allegations contained in  
15 Paragraph 12.3 of Plaintiffs' Amended Complaint, including but not limited to all  
16 allegations of liability, as well as the existence, nature and extent of Plaintiffs'  
17 claimed injuries and damages.  
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19                           **XIII. NINTH CLAIM FOR RELIEF**

20          13.1 This answering Defendant incorporates by this reference the  
21 answers previously asserted in response to the allegations contained in  
22 Paragraphs 1.1 through 12.3.  
23

24          13.2 This answering Defendant denies all allegations contained in  
25 Paragraph 13.2 of Plaintiffs' Amended Complaint, including but not limited to all  
26 allegations of liability, as well as the existence, nature and extent of Plaintiffs'  
27 claimed injuries and damages.

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**XIV. TENTH CLAIM FOR RELIEF**

14.1 This answering Defendant incorporates by this reference the answers previously asserted in response to the allegations contained in Paragraphs 1.1 through 13.2.

14.2 This answering Defendant admits that it has policies prohibiting the sexual harassment of students. The remaining allegations contained in Paragraph 14.2 of Plaintiffs' Amended Complaint constitute legal conclusions to which no response is deemed necessary. To the extent a response is deemed necessary, this answering Defendant denies all allegations of liability contained in Paragraph 14.2 of Plaintiffs' Amended Complaint.

14.3 This answering Defendant denies all allegations contained in Paragraph 14.3 of Plaintiffs' Amended Complaint.

14.4 This answering Defendant denies all allegations contained in Paragraph 14.4 of Plaintiffs' Amended Complaint, including but not limited to all allegations of liability, as well as the existence, nature and extent of Plaintiffs' claimed injuries and damages.

**XV. ELEVENTH CLAIM FOR RELIEF**

15.1 This answering Defendant incorporates by this reference the answers previously asserted in response to the allegations contained in Paragraphs 1.1 through 14.4.

15.2 This answering Defendant admits that it has policies prohibiting the sexual harassment of students. The remaining allegations contained in Paragraph 15.2 of Plaintiffs' Amended Complaint constitute legal conclusions to which no response is deemed necessary. To the extent a response is deemed necessary, this answering Defendant denies all allegations of

1 liability contained in Paragraph 15.2 of Plaintiffs' Amended Complaint.

2 15.3 This answering Defendant denies all allegations contained in  
3 Paragraph 15.3 of Plaintiffs' Amended Complaint.

4 15.4 This answering Defendant denies all allegations contained in  
5 Paragraph 15.4 of Plaintiffs' Amended Complaint, including but not limited to all  
6 allegations of liability, as well as the existence, nature and extent of Plaintiffs'  
7 claimed injuries and damages.  
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9 **XVI. TWELFTH CLAIM FOR RELIEF**

10 16.1 This answering Defendant incorporates by this reference the  
11 answers previously asserted in response to the allegations contained in  
12 Paragraphs 1.1 through 15.4.

13 16.2 This answering Defendant denies all allegations contained in  
14 Paragraph 16.2 of Plaintiffs' Amended Complaint, including but not limited to all  
15 allegations of liability, as well as the existence, nature and extent of Plaintiffs'  
16 claimed injuries and damages.  
17

18 **XVII. THIRTEENTH CLAIM FOR RELIEF**

19 17.1 This answering Defendant incorporates by this reference the  
20 answers previously asserted in response to the allegations contained in  
21 Paragraphs 1.1 through 16.2.

22 17.2 This answering Defendant denies the allegations contained in the  
23 first sentence of Paragraph 17.2 of Plaintiffs' Amended Complaint. The  
24 remaining allegations constitute legal conclusions, to which no response is  
25 deemed necessary. To the extent a response is deemed necessary, this answering  
26 Defendant denies all allegations of liability.  
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1           17.3 This answering Defendant denies all allegations of liability  
2 contained in Paragraph 17.3 of Plaintiffs' Amended Complaint.

3           17.4 This answering Defendant denies all allegations contained in  
4 Paragraph 17.4 of Plaintiffs' Amended Complaint, including but not limited to all  
5 allegations of liability, as well as the existence, nature and extent of Plaintiffs'  
6 claimed injuries and damages.

7  
8                   **XVIII. FOURTEENTH CLAIM FOR RELIEF**

9           18.1 This answering Defendant incorporates by this reference the  
10 answers previously asserted in response to the allegations contained in  
11 Paragraphs 1.1 through 17.4.

12           18.2 This answering Defendant denies all allegations contained in the  
13 first, third and fourth sentences of Paragraph 18.2 of Plaintiffs' Amended  
14 Complaint. The remaining allegations constitute legal conclusions, to which no  
15 response is deemed necessary. To the extent a response is deemed necessary, this  
16 answering Defendant denies all allegations of liability.

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18           18.3 This answering Defendant denies all allegations of liability  
19 contained in Paragraph 18.3 of Plaintiffs' Amended Complaint.

20           18.4 This answering Defendant denies all allegations contained in  
21 Paragraph 18.4 of Plaintiffs' Amended Complaint, including but not limited to all  
22 allegations of liability, as well as the existence, nature and extent of Plaintiffs'  
23 claimed injuries and damages.

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25                   **XIX. FIFTEENTH CLAIM FOR RELIEF**

26           19.1 This answering Defendant incorporates by this reference the  
27 answers previously asserted in response to the allegations contained in  
28 Paragraphs 1.1 through 18.4.

1           19.2 This answering Defendant denies all allegations contained in the  
2 first, third and fourth sentences of Paragraph 19.2 of Plaintiffs' Amended  
3 Complaint. The remaining allegations constitute legal conclusions, to which no  
4 response is deemed necessary. To the extent a response is deemed necessary, this  
5 answering Defendant denies all allegations of liability.

6           19.3 This answering Defendant denies all allegations of liability  
7 contained in Paragraph 19.3 of Plaintiffs' Amended Complaint.  
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9           19.4 This answering Defendant denies all allegations contained in  
10 Paragraph 19.4 of Plaintiffs' Amended Complaint, including but not limited to all  
11 allegations of liability, as well as the existence, nature and extent of Plaintiffs'  
12 claimed injuries and damages.

13                           **XX. SIXTEENTH CLAIM FOR RELIEF**

14           20.1 This answering Defendant incorporates by this reference the  
15 answers previously asserted in response to the allegations contained in  
16 Paragraphs 1.1 through 19.4.  
17

18           20.2 This answering Defendant denies all allegations contained in the  
19 first, third and fourth sentences of Paragraph 20.2 of Plaintiffs' Amended  
20 Complaint. The remaining allegations constitute legal conclusions, to which no  
21 response is deemed necessary. To the extent a response is deemed necessary, this  
22 answering Defendant denies all allegations of liability.  
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24           20.3 This answering Defendant denies all allegations of liability  
25 contained in Paragraph 20.3 of Plaintiffs' Amended Complaint.

26           20.4 This answering Defendant denies all allegations contained in  
27 Paragraph 20.4 of Plaintiffs' Amended Complaint, including but not limited to all  
28 allegations of liability, as well as the existence,  
29



1 nature and extent of Plaintiffs' claimed injuries and damages.

2 **XXI. PRAYER FOR RELIEF**

3 This answering Defendant denies that Plaintiffs are entitled to the relief,  
4 including the relief requested in Paragraphs A through F, contained on page 16  
5 of Plaintiffs' Amended Complaint.

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8 This answering Defendant denies all allegations of liability contained in  
9 Plaintiffs' Amended Complaint. To the extent that such allegations are not  
10 specifically denied above, they are hereby denied.

11 **XXII. AFFIRMATIVE DEFENSES**

12 WHEREFORE, having answered Plaintiffs' Amended Complaint,  
13 Defendant asserts the following affirmative defenses:

14 FIRST AFFIRMATIVE DEFENSE

15 Plaintiffs have failed to state a claim upon which relief can be granted.

16 SECOND AFFIRMATIVE DEFENSE

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18 Defendant did not violate any of Plaintiffs' constitutional or federally  
19 protected rights.

20 THIRD AFFIRMATIVE DEFENSE

21 To the extent Plaintiffs failed to mitigate their damages, their recovery, if  
22 any, must be proportionately reduced.

23 FOURTH AFFIRMATIVE DEFENSE

24 Plaintiffs have claimed injuries and damages caused by the alleged  
25 intentional acts of Defendant Craven. Defendant Lake Chelan School District is  
26 entitled to have the jury segregate damages caused by Defendant Craven's  
27 alleged intentional acts and any damages  
28

1 determined to have been caused by Defendant Lake Chelan School District.

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3 Defendant has answered the Amended Complaint in good faith and based  
4 upon information reasonably known to Defendant. To the extent discovery in this  
5 matter reveals information that provides the basis for additional affirmative  
6 defenses, Defendant reserves the right to assert additional affirmative defenses as  
7 may be warranted by further discovery.  
8

9 DATED this 12th day of May, 2014.

10  
11 EVANS, CRAVEN & LACKIE, P.S.  
12

13  
14 By: s/ Frieda K. Zimmerman  
15 MICHAEL E. McFARLAND, JR., #23000  
16 FRIEDA K. ZIMMERMAN, #46541  
17 Attorneys for Lake Chelan School District  
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## CERTIFICATE OF SERVICE

I hereby certify that on May 12, 2014, I electronically filed the foregoing with the Clerk of the Court using the CM/ECF System which will send notification of such filing to the following:

Beth E. Terrell  
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By: s/ Frieda K. Zimmerman  
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